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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

1 1. **A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them
12 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a
14 party seeks permission from the court to file material under seal.

15 2. **B. GOOD CAUSE STATEMENT**

16 This action will involve disclosure of Plaintiff's protected information under
17 the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"),
18 including, but not limited to Plaintiff's personal and medical information contained
19 in the Administrative Record. The Administrative Record is replete with
20 information relating to Plaintiff's past health status and the provision of health care
21 to Plaintiff, including Plaintiffs' medical records. Because the production and filing
22 of the Administrative Record will involve disclosure and exchange of details
23 regarding Plaintiff's medical treatment and health information, which is protected
24 and confidential, a protective order is necessary to ensure confidentiality and
25 safeguard the privacy of Plaintiff's medical and personal information.

26 3. **DEFINITIONS**

27 2.1 Action: this pending federal law suit.

28 2.2 Challenging Party: a Party or Non-Party that challenges the

1 designation of information or items under this Order.

2 2.3 **“CONFIDENTIAL” Information or Items:** confidential or proprietary
3 technical, scientific, financial, business, health, or medical information (regardless
4 of how it is generated, stored or maintained) or tangible things designated as
5 “CONFIDENTIAL” by the producing party that qualify for protection under
6 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
7 Statement.

8 2.4 Confidential Health Information: a subset of Confidential Information
9 which shall be designated as “CONFIDENTIAL” and subject to all other terms and
10 conditions governing the treatment of Confidential Information. Confidential
11 Health Information shall mean information supplied in any form, or any portion
12 thereof, that identifies an individual or subscriber in any manner and relates to the
13 past, present, or future care, services, or supplies relating to the physical or mental
14 health or condition of such individual or subscriber, the provision of health care to
15 such individual or subscriber, or the past, present, or future payment for the
16 provision of health care to such individual or subscriber. Confidential Health
17 Information shall include, but is not limited to, claim data, claim forms, grievances,
18 appeals, or other documents or records that contain any patient health information
19 required to be kept confidential under any state or federal law, including 45 C.F.R.
20 Parts 160 and 164 promulgated pursuant to the Health Insurance Portability and
21 Accountability Act of 1996 (*see* 45 C.F.R. §§ 164.501 & 160.103), and the
22 following subscriber, patient, or member identifiers:

- 23 a. names;
24 b. all geographic subdivisions smaller than a State, including street
25 address, city, county, precinct, and zip code;
26 c. all elements of dates (except year) for dates directly related to an
27 individual, including birth date, admission date, discharge date, age,
28 and date of death;

- 1 d. telephone numbers;
- 2 e. fax numbers;
- 3 f. electronic mail addresses;
- 4 g. social security numbers;
- 5 h. medical record numbers;
- 6 i. health plan beneficiary numbers;
- 7 j. account numbers;
- 8 k. certificate/license numbers;
- 9 l. vehicle identifiers and serial numbers, including license plate
10 numbers;
- 11 m. device identifiers and serial numbers;
- 12 n. web universal resource locators (“URLs”);
- 13 o. internet protocol (“IP”) address numbers;
- 14 p. biometric identifiers, including finger and voice prints;
- 15 q. full face photographic images and any comparable images; and/or
- 16 r. any other unique identifying number, characteristic, or code.

17 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
18 their support staff).

19 2.6 Designating Party: a Party or Non-Party that designates information or
20 items that it produces in disclosures or in responses to discovery as
21 “CONFIDENTIAL.”

22 2.7 Disclosure or Discovery Material: all items or information, regardless
23 of the medium or manner in which it is generated, stored, or maintained (including,
24 among other things, testimony, transcripts, and tangible things), that are produced
25 or generated in disclosures or responses to discovery in this matter.

26 2.8 Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to serve
28 as an expert witness or as a consultant in this Action.

1 2.9 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.10 Non-Party: any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this action.

6 2.11 Outside Counsel of Record: attorneys who are not employees of a party
7 to this Action but are retained to represent or advise a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm
9 which has appeared on behalf of that party, and includes support staff.

10 2.12 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.14 Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.15 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL,” including any designated record of information
21 produced in this action pursuant to required disclosures under any federal
22 procedural rule or local rule of the Court and any supplementary disclosures
23 thereto.

24 2.16 Qualified Recipients: For purposes of this Order, the term Qualified
25 Recipient means:

26 a. Outside counsel of record for any party in this action, as well as
27 employees of such counsel (excluding experts and investigators)

- 1 assigned to and necessary to assist such counsel in the preparation and
2 trial of this action;
- 3 b. Representatives, officers, or employees of a party as necessary to
4 assist outside counsel in the preparation and trial of this action;
- 5 c. Witnesses who testify by deposition or at trial who, if not a
6 representative, officer, or employee of a party, shall be advised about
7 the terms of this Order and that such Order is applicable to them in
8 connection with their testimony and do not retain copies of
9 Confidential Information;
- 10 d. Persons who were authors or recipients of the Confidential
11 Information or previously had legal access to Confidential
12 Information;
- 13 e. Technical Advisors, expert witnesses, or consultants engaged by a
14 party to assist with the preparation and trial of this action provided
15 such expert or consultant agrees in writing, in the form attached at
16 Appendix A, to be bound by the terms of this Order;
- 17 f. Any designated arbitrator or mediator who is assigned to hear this
18 matter, or who has been selected by the parties, and his or her staff,
19 provided that such individuals agree in writing, in the form attached at
20 Appendix A, to be bound by the terms of this Order;
- 21 g. Stenographers and videographers engaged to transcribe or record
22 depositions and/or court hearings conducted in this action provided
23 that such individuals agree in writing, in the form attached at
24 Appendix A, to be bound by the terms of this Order; and
- 25 h. The Court and its support personnel.

26 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.

28 2.18 Technical Advisor: any person who is not a party to this action or not

1 presently employed by the receiving party or a company affiliated through
2 common ownership, who has been designated by the receiving party to receive
3 another party's Confidential Information, including Confidential Health
4 Information. Each party's Technical Advisors shall be limited to such person as, in
5 the judgment of that party's counsel, are reasonably necessary for development and
6 presentation of that party's case. These persons include outside experts or
7 consultants retained to provide technical or other expert services such as expert
8 testimony or otherwise assist in trial preparation.

9 3. SCOPE

10 This Protective Order shall apply to the parties and to any nonparty from
11 whom discovery may be sought who desires the protection of this Protective Order.

12 The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or
15 compilations of Protected Material; and (3) any testimony, conversations, or
16 presentations by Parties or their Counsel that might reveal Protected Material. Any
17 use of Protected Material at trial shall be governed by the orders of the trial judge.
18 This Order does not govern the use of Protected Material at trial.

19 4. DURATION

20 Even after final disposition of this litigation, the confidentiality obligations
21 imposed by this Order shall remain in effect until a Designating Party agrees
22 otherwise in writing or a court order otherwise directs. Final disposition shall be
23 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
24 with or without prejudice; and (2) final judgment herein after the completion and
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
26 including the time limits for filing any motions or applications for extension of
27 time pursuant to applicable law.

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1 5. **DESIGNATING PROTECTED MATERIAL**

2 5.1 **Exercise of Restraint and Care in Designating Material for Protection.**

3 Each Party or Non-Party that designates information or items for protection under
4 this Order must take care to limit any such designation to specific material that
5 qualifies under the appropriate standards. The Designating Party must designate
6 for protection only those parts of material, documents, items, or oral or written
7 communications that qualify so that other portions of the material, documents,
8 items, or communications for which protection is not warranted are not swept
9 unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited.
11 Designations that are shown to be clearly unjustified or that have been made for an
12 improper purpose (e.g., to unnecessarily encumber the case development process
13 or to impose unnecessary expenses and burdens on other parties) may expose the
14 Designating Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 **Manner and Timing of Designations.** Except as otherwise provided in
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic documents, but
25 excluding transcripts of depositions or other pretrial or trial proceedings), that the
26 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
27 "CONFIDENTIAL legend"), to each page that contains protected material. If only
28 a portion or portions of the material on a page qualifies for protection, the

1 Producing Party also must clearly identify the protected portion(s) (e.g., by making
2 appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection
4 need not designate them for protection until after the inspecting Party has indicated
5 which documents it would like copied and produced. During the inspection and
6 before the designation, all of the material made available for inspection shall be
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
8 documents it wants copied and produced, the Producing Party must determine
9 which documents, or portions thereof, qualify for protection under this Order.
10 Then, before producing the specified documents, the Producing Party must affix
11 the “CONFIDENTIAL legend” to each page that contains Protected Material. If
12 only a portion or portions of the material on a page qualifies for protection, the
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making
14 appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identify
16 the Disclosure or Discovery Material on the record, before the close of the
17 deposition all protected testimony.

18 (c) for information produced in some form other than documentary and
19 for any other tangible items, that the Producing Party affix in a prominent place on
20 the exterior of the container or containers in which the information is stored the
21 legend “CONFIDENTIAL.” If only a portion or portions of the information
22 warrants protection, the Producing Party, to the extent practicable, shall identify
23 the protected portion(s).

24 5.3 Inadvertent Failures to Designate. In the event that a producing party
25 inadvertently fails to designate any of its information pursuant to paragraph 3, it
26 may later designate by notifying the receiving parties in writing. If timely
27 corrected, an inadvertent failure to designate qualified information or items does
28 not, standing alone, waive the Designating Party’s right to secure protection under

1 this Order for such material. Upon timely correction of a designation, the
2 Receiving Party must make reasonable efforts to assure that the material is treated
3 in accordance with the provisions of this Order. It shall be understood however,
4 that no person or party shall incur any liability hereunder with respect to disclosure
5 that occurred prior to receipt of written notice of a belated designation.

6 **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
8 designation of confidentiality at any time that is consistent with the
9 Court's Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
11 resolution process under Local Rule 37.1 et seq.

12 6.3 The burden of persuasion in any such challenge proceeding shall be
13 on the Designating Party. Frivolous challenges, and those made for an improper
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
15 parties) may expose the Challenging Party to sanctions. Unless the Designating
16 Party has waived or withdrawn the confidentiality designation, all parties shall
17 continue to afford the material in question the level of protection to which it is
18 entitled under the Producing Party's designation until the Court rules on the
19 challenge.

20 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

21 7.1 Basic Principles. A Receiving Party may use Protected Material that
22 is disclosed or produced by another Party or by a Non-Party in connection with
23 this Action only for prosecuting, defending, or attempting to settle this Action.
24 Such Protected Material may be disclosed only to Qualified Recipients (as defined
25 above), under the conditions described in this Order. When the Action has been
26 terminated, a Qualified Recipient must comply with the provisions of section 13
27 below (FINAL DISPOSITION).

28 Protected Material must be stored and maintained by a Qualified Recipient

1 at a location and in a secure manner that ensures that access is limited to the
2 persons authorized under this Order. All Qualified Recipients shall hold such
3 information received from the disclosing party in confidence, shall use the
4 information only for purposes of this action and for no other action, and shall not
5 use it for any business or other commercial purpose, and shall not use it for filing
6 or prosecuting any patent application (of any type) or patent reissue or
7 reexamination request, and shall not disclose it to any person, except as hereinafter
8 provided. All information that has been designated Confidential shall be carefully
9 maintained so as to preclude access by persons who are not qualified to receive
10 such information under the terms of this Order.

11 In the event that any receiving party's briefs, memoranda, discovery
12 requests/responses, or other papers of any kind which are served or filed shall
13 include another party's Confidential Information, the papers shall be appropriately
14 designated and shall be treated accordingly.

15 All documents, including attorney notes and abstracts, which contain another
16 party's Confidential Information, shall be handled as if they were designated as
17 "CONFIDENTIAL."

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
19 otherwise ordered by the court or permitted in writing by the Designating Party,
20 a Receiving Party may disclose any information or item designated
21 "CONFIDENTIAL" only to Qualified Recipients (as defined above).

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
23 IN OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation
25 that compels disclosure of any information or items designated in this Action as

26 "CONFIDENTIAL," including Confidential Health Information, that
27 Party must:

28 (a) promptly notify in writing the Designating Party. Such notification

1 shall include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or
3 order to issue in the other litigation that some or all of the material covered by the
4 subpoena or order is subject to this Protective Order. Such notification shall
5 include a copy of this Stipulated Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be
7 pursued by the Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served
9 with the subpoena or court order shall not produce any information designated in
10 this action as “CONFIDENTIAL” before a determination by the court from which
11 the subpoena or order issued, unless the Party has obtained the Designating
12 Party’s permission. The Designating Party shall bear the burden and expense of
13 seeking protection in that court of its confidential material and nothing in these
14 provisions should be construed as authorizing or encouraging a Receiving Party in
15 this Action to disobey a lawful directive from another court. No compulsory
16 disclosure to third parties of information or material exchanged under this Order
17 shall be deemed a waiver of any claim of confidentiality, except as expressly
18 found by a court or judicial authority of competent jurisdiction.

19 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
20 PRODUCED IN THIS LITIGATION

21 (a) The terms of this Order are applicable to information produced by a
22 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
23 produced by Non-Parties in connection with this litigation is protected by the
24 remedies and relief provided by this Order. Nothing in these provisions should be
25 construed as prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to
27 produce a Non-Party’s confidential information in its possession, and the Party is
28 subject to an agreement with the Non-Party not to produce the Non-Party’s

1 confidential information, then the Party shall:

2 (1) promptly notify in writing the Requesting Party and the Non-
3 Party that some or all of the information requested is subject to a confidentiality
4 agreement with a Non-Party;

5 (2) promptly provide the Non-Party with a copy of the Stipulated
6 Protective Order in this Action, the relevant discovery request(s), and a reasonably
7 specific description of the information requested; and

8 (3) make the information requested available for inspection by the
9 Non-Party, if requested.

10 (c) If the Non-Party fails to seek a protective order from this court within
11 14 days of receiving the notice and accompanying information, the Receiving
12 Party may produce the Non-Party's confidential information responsive to the
13 discovery request. If the Non-Party timely seeks a protective order, the Receiving
14 Party shall not produce any information in its possession or control that is subject
15 to the confidentiality agreement with the Non-Party before a determination by the
16 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
17 expense of seeking protection in this court of its Protected Material.

18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a Receiving Party learns that, by inadvertence or otherwise, it has
20 disclosed Protected Material to any person or in any circumstance not authorized
21 under this Stipulated Protective Order, the Receiving Party must immediately (a)
22 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
23 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
24 the person or persons to whom unauthorized disclosures were made of all the terms
25 of this Order, and (d) request such person or persons to execute the
26 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
27 A.

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other
5 protection, the obligations of the Receiving Parties are those set forth in Federal
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
7 whatever procedure may be established in an e-discovery order that provides for
8 production without prior privilege review. Pursuant to Federal Rule of Evidence
9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
10 of a communication or information covered by the attorney-client privilege or
11 work product protection, the parties may incorporate their agreement in the
12 stipulated protective order submitted to the court.

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court at any time either through stipulation
16 or Order of the Court.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Protective Order no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item on any ground not addressed in
20 this Stipulated Protective Order. Similarly, no Party waives any right to object on
21 any ground to use in evidence of any of the material covered by this Protective
22 Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material
25 may only be filed under seal pursuant to a court order authorizing the sealing of the
26 specific Protected Material at issue. If a Party's request to file Protected Material
27 under seal is denied by the court, then the Receiving Party may file the information
28 in the public record unless otherwise instructed by the court.

1 13. **FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in paragraph 4, within
3 60 days of a written request by the Designating Party, each Receiving Party must
4 return all Protected Material to the Producing Party or destroy such material. Such
5 return or destruction shall not relieve said parties or persons from any of the
6 continuing obligations imposed upon them by this Order. As used in this
7 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
8 summaries, and any other format reproducing or capturing any of the Protected
9 Material. Whether the Protected Material is returned or destroyed, the Receiving
10 Party must submit a written certification to the Producing Party (and, if not the
11 same person or entity, to the Designating Party) by the 60 day deadline that (1)
12 identifies (by category, where appropriate) all the Protected Material that was
13 returned or destroyed and (2) affirms that the Receiving Party has not retained any
14 copies, abstracts, compilations, summaries or any other format reproducing or
15 capturing any of the Protected Material. Notwithstanding this provision, Counsel
16 are entitled to retain an archival copy of all pleadings, motion papers, trial,
17 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
18 and trial exhibits, expert reports, attorney work product, and consultant and expert
19 work product, even if such materials contain Protected Material. Any such
20 archival copies that contain or constitute Protected Material remain subject to this
21 Protective Order as set forth in Section 4 (DURATION). The provisions of this
22 paragraph shall not be binding on the United States, any insurance company, or
23 any other party to the extent that such provisions conflict with applicable Federal
24 or State law. The Department of Justice, any insurance company, or any other
25 party shall notify the producing party in writing of any such conflict it identifies in
26 connection with a particular matter so that such matter can be resolved either by
27 the parties or by the Court.

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1 14. **JURISDICTION TO ENFORCE PROTECTIVE ORDER**

2 After the termination of this action, the Court will continue to have
3 jurisdiction to enforce this Order.

4 15. **CONFIDENTIALITY OF PARTY'S OWN DOCUMENTS**

5 Nothing herein shall affect the right of the designating party to disclose to its
6 officers, directors, employees, attorneys, consultants or experts, or to any other
7 person, its own information. Such disclosure shall not waive the protections of this
8 Protective Order and shall not entitle other parties or their attorneys to disclose
9 such information in violation of it, unless by such disclosure of the designating
10 party the information becomes public knowledge. Similarly, the Protective Order
11 shall not preclude a party from showing its own information, including its own
12 information that is filed under seal by a party, to its officers, directors, employees,
13 attorneys, consultants or experts, or to any other person.

14 16. **BINDING EFFECT**

15 This Order shall be binding upon the parties and their attorneys, successors,
16 executors, personal representatives, administrators, heirs, legal representatives,
17 assigns, subsidiaries, divisions, employees, agents, independent contractors, or
18 other persons or organizations over which they have control.

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17. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: February 26, 2018

GORDON REES SCULLY
MANSUKHANI, LLP

By: /s/ Adelle Greenfield
Ronald K. Alberts
Adelle Greenfield
Attorneys for Defendant
AETNA LIFE INSURANCE
COMPANY

Dated: February 26, 2018

LAW OFFICES OF JULIA SKLAR

By: /s/ Julia Sklar
Julia Sklar
Attorneys for Plaintiff
DINA SHAPIRO

Filer's Attestation: Pursuant to Local Rule 5-4.3.4(a)(2)(i) regarding signatures, Adelle Greenfield hereby attests that all other signatories listed concur in the content of this document and have authorized its filing.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: February 28, 2018

/ s / Alka Sagar
HON. ALKA SAGR
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Dina Shapiro v. Aetna Life Insurance Company*, Case No. 17-cv-02007-CBM-AS. I have received a copy of the Protective Order in this action. I have carefully read and understand the provisions of the Protective Order. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. Promptly upon termination of the relevant action, I will either return in full to the outside counsel for the party by whom I am employed or completely destroy all documents and things designated as "Confidential" that came into my possession, and all documents and things that I have prepared relating thereto. I understand that the obligations of this undertaking and the provisions of the Protective Order continue past the termination of the action. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this

1 action or any proceedings related to enforcement of this Stipulated Protective
2 Order.

3 Date: _____

4 City and State where sworn and signed: _____

5
6 Printed name: _____

7
8 Signature: _____

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11 Gordon Rees Scully Mansukhani, LLP
12 633 West Fifth Street, 52nd Floor
13 Los Angeles, CA 90071
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